

1897-020 Chancery Causes: E. W. King vs. John C. Noel
Lee Co. Cook & Orr } bc vs. J. C. Noel bc

Cook, Orr, Pennington Gap Improvement Co., Pennington, Wood

CA-Debt
T-Property

-Deed

To the Hon. H. S. K. Morrison
Judge of the County Court for Lee Co.,

Humbly Complaining, your
orator, G. W. King who for the benefit
of himself and all others who
are alike interested and will come
in and share the costs of this
suit, respectfully sheweth unto
your honor that on the 24th day of
February 1893 he obtained in said
Court against John C. Noel a
judgment for \$175.30 with in-
terest thereon from the 1st day of
February 1893 till paid and \$7.79
costs; that he has had his said
judgment duly docketed in the County
Court Clerk's office of Lee County
and that the same is still due
to your orator, no part thereof
having been paid.

The records of your honors
Court as well as the records in
the County Court Clerk's office of
this County show that there are other judgments
in favor of other parties against
said Noel; but your Complain-
ant does not know but what
some of these may be paid, and
to make all such parties to this
suit would make this record too
cumbersome & lengthy.

Your orator further avers and

Charge that the said John C.
Hoe is seized and possessed
in his own right of a valuable
house and lot known as Lot No.
in Block No in plat
No one in the Town of Spring-
ton Gap, in this County, that the rents
and profits of said land will not in
five years satisfy your orators and
all other liens upon the same
and that he is therefore entitled
to have the same sold to satisfy his own
and other liens thereon.

In Consideration whereof your
orator prays that the said John C.
Hoe be made a defendant to
this bill and be required to an-
swer the same on oath; that all
proper orders and accounts be di-
rected and taken; that the lien creditors
of said Hoe be examined before a mas-
ter Commissioner of this Court; that
the lien debts of the said Hoe be ascer-
tained and their order of priority of
lien be established; that said
house and lot be sold and the pro-
ceeds thereof applied to the payment
of all liens found to be on the same.
And that all other further and general
relief be granted as in the premises is
just and right. May process issue &c
And your orator will ever pray or

Springton Bros.
J. G.

Pellico Costs
C 749
S 50
Couns 11.00
Atty 18.00
Estimated 500
\$38.99

(J. Bros
E. W. King
vs } Bill In Chanc.

John C. Noce

1893 2^d Octo, Rules Bill filed
Spa Exd & D. Nisi

" 15th Novr. Rules taken last
Monday in Octo D. N.
Cause & Cause set for hearing
by the Poff.

To the Hon. Wm. T. Miller Judge of the Circuit Court for Lee County.

Humbly Complaining, your orators, A. W. Cook and W. R. Orr, merchants and partners under the firm name of Cook and Orr, The Pennington Gap Improvement Co. a corporation organized and existing under and by the laws of the State of ^{W. M. Pennington} Virginia, would respectfully represent and show unto your honor that on the 29th day of November, 1890 the said Pennington Gap Improvement Co., sold to the said J. C. Noel a certain parcel or tract of land situate and lying in the town of Pennington Gap, known on the plat of the said Company, No. 1, as lot No. 17 in Block No. 1, and fronting on Joslyn Avenue, for which said lot the said Noel agreed to pay to the said Company the sum of One Hundred and Fifty Dollars, Fifty dollars of which said sum the said Noel paid to the said Company in hand, and executed his notes for Fifty Dollars each, payable, respectfully, in one and two years from the date of the said sale, upon which said consideration the said Company caused its deed to be made to the said Noel for the said lot, reserving to itself a vendor's lien for the ballance of the purchase money, the first of which said ^tnoes that became due have been paid; that by an endorsement on the ~~the~~ ^tsaid note, last due, was transfered to W. M. Pennington one of your orators, and by the said Pennington transfered to your Complainants, Cook and Orr. Your orators file herewith the said note executed by the said Noel, marked "A" and the said deed of the said Company, marked "B", both of which are prayed to be considered as part of this bill of complaint. Your Orator will further represent and show unto your honor that the said Noel, as they understand, by deed executed by him and his wife, Lizzie Noel transfered the said lot to one W. R. Wood, which said Wood in conjunction with his wife, Jemima Wood, made a conveyance of the said lot to the said Lizzie Noel, *all of which said conveyance your orators allege as voluntary,* *& therefore void.*

The premises considered your orators are advised that the said firm of Couk and Orr, by reason of the vendor's lien retained to the said Company and the said endorsement to the of the said note as aforesaid, have a lien upon the said lot for the ballance of the said purchase ~~money~~ money with its *That the said deeds of Noel & wife & Wood & wife are void.* accrued interest, that they are remediless, save in a court of Chancery, that they have a right to sell the said property by order of the said Court, to discharge the said lien, notwithstanding the said conveyances as aforesaid.

The prayer therefore of your orators is that the said J. C. Noel, Lizzie Noel, W. R. Wood and Jemima Wood be made parties defendant to this bill of complaint, that they each be required to answer the same fully and completely, that on a final hearing your Orators, Couk and Orr be given a judgement for the amount *That the said deeds of aforesaid be set aside & declared* of the said note with its interest as aforesaid, and that as the property is indivisible, it be sold as your honor's court *void* may direct, and that enough of the proceeds be ~~sent~~ *applied* as will will be sufficient to discharge the said debt. And may all other relief be granted your orators as the nature of the case may require. And your orators will ever pray and so forth.

Georgetown D.C. P.O.

Cause & Or. et al		Plyffs Costs
vs. } Ric Lu Chauncy		C 7.85
		S 2.00
		Comr 7.50
		Atty 5.00
J. C. New, et al.		Estimated 5.00
<hr/>		<hr/>
Prumyter Bros for		\$37.35

1895 2nd Oct rules bill filed
 Spa & entered & D. N.
 " 1st November rules taken
 the last monday in Oct
 D. N confirmed & Cause set
 for hearing.

v.s. Sur le honneur
J. C. Nave et al - - - - - Défendants,
 aussi

25. In Chambers
J. C. Mac... Refundant.

The first of these causes come on this day to be heard upon the bill of the complainants & exhibits filed therewith & an motion to revive suit - as to the Plaintiff N. W. Pennington, since deceased in the name of R. L. Pennington, ^{his Adm'r.}; and the second of these causes come on to be heard upon the papers formerly read therein and the report of Special Commissioner McSorley filed therein on the 15th day of February, 1894, & endorsement of counsel on back of said report admitting that some of the lines reported have been paid; and was argued by counsel:

Our consideration of all which
that the suit be revived in the name of R. L. Drayton & Adams.
& it appearing to the court, that the defend-
ants in the first styled cause have
been duly served with process far more
than 15 days prior to this term, & they
failing to appear, answer, plead or
demur, it is adjudged ordered and
decree that the said bill of the com-
plainants be ~~set aside~~ taken for
confessed & that the decree made from

Couk and Orr,

Complainants,

vs. ~~xxxxxx~~

In Chancery,

J.C.Noel,et al/

Defendants.

This cause came on this the 9th day of June, 1897, to be heard upon the papers formerly read therein and the report of Special Commissioner R.L.Pennington, filed herein on the 19th day of May, 1897, and was argued by counsel. On Consideration of all which and for reasons appearing to the court, it is adjudged ordered and decreed that the said report of the said Pennington the same being unexcepted to, be and the same is hereby confirmed, and the sale made and reported in said report to D.L.Jessie be and the same is hereby confirmed, and it appearing that the whole of the purchase money has been paid, it is further adjudged ordered and decreed that R.L.Pennington, who is hereby appointed a special commissioner for the purpose will make and execute to the said D.L.Jessie a deed of conveyance to the said property and report his action to some future day of the court and untill the coming in of the said report this cause is continued.

Couk and Oer, Compl.

vs. Decree.

J. C. Noel et al Defts.

Enter this June the 8th, 1897.

Mr Zm
p 375

J. C. Hoet, et al.

De feyten te.

[illegible]

IN CHARGE?

Comp. and Org.

Combustibles.

Cook and Orr

Compt.

vs.

In Chancery

J.C. Noel, ch. att.

Def'ts.

E.W. King, ch.

Compt.

vs.

In Chancery

J.C. Noel.

Def'ts.

=

These causes came on this day
to be heard upon the papers formerly
read therein & the report of Special Commr.
A. M. Gaines, filed therein on the 18th day of
May, 1896. And was argued by counsel.
On consideration of all which and for
reasons appearing to the court it is
adjudged ordered and decreed that the
said report (the same being unexcepted to)
is hereby confirmed, and unless the
said debts reported to be due by J.C. Noel
to the various parties be paid within 20 days
from the date of this decree, and which are
reported as liens vs. that certain lot of land
known as Lot No. 17, in block No. 1. on
Lot No. 1. of the Pennington Gop. Imp. Co., then P.H.
Pennington who is hereby appointed a special
Commissioner for the purpose, well after
having advertised the time times and
place of sale for 30 days by written or
printed notices posted at three or more
public places in the County, sell at public
sale the front of part of the said lot of land
containing to the highest bidder for cash enough
cash to pay the cost of the said sale & the commissions

of sale, & the remainder in annuities, 2, & 3 years time,
requiring of the purchaser bonds with good
personnel security for the deferred payments.

But before entering upon the duties required
of him in this matter the said Pennington
will execute bonds before the clerk of this
court in the penal sum of \$1000⁰⁰ conditioned
as the law requires. And he will report
his action to court at the next
term and the cause is continued.

Count & Over Count.
vs. 3 ~~Debris~~

J.C. Noel, and Deft's
* * *

E.W. King - Comp
vs. Deft

J.C. Noel, Deft.

Entered on my order
Book 4 Page 499.

Enter this.

Nov. 17, 1896.

W.M.

Virginia

At a circuit court continued and held
for Lee County at the Court house thereof
on Saturday March 7th 1896

Cook & Orr et al Complainants

vs

J. L. Noel et al Defendants

and

E. W. King

Complainant

vs

J. L. Noel

Defendant

In Chy.

The first of these Causes came on
this day to be heard upon the bill of the
Complainant & exhibits filed therewith & on
motion to revive suit as to the Plaintiff
W. M. Pennington, since deceased in the
name of R. L. Pennington his Admr, and
the second of these Causes came on to be
heard upon the papers formerly read
therein and the report of Special Comr
A. M. Goins filed therein on the 18th day of
February 1894, and endorsement of Coun-
sel on back of said report admitting that
some of the liens reported have been paid
and was argued by Counsel.

On consideration of all which it appear-
ing to the Court that the suit be revived
in the name of R. L. Pennington Admr.

that the defendants in the first styled Cause have been duly served with process for more than 15 days prior to this term & they failing to appear, answer, plead, or demur. It is adjudged ordered and decreed that the said bill of the Complainants be taken for Confessed & that the deeds made from J. L. Noel & wife to W. R. Wood be set aside & declared nought & the deed made by W. R. Wood & wife to Lizzie Anderson be declared for nought & set aside, and that bank & or recover of the said J. L. Noel the sum of \$50.00, with interest thereon from the 29th day of November 1890, subject to a credit of \$15.00, as of Nov 15th 1890. that this sum is a lien on the said Lot in the bill & proceedings mentioned; but it further appearing to the Court, that there are other liens existing against the said property, as shown by the second styled Cause, it is further adjudged ordered and decreed that before a sale can be awarded, an account must be taken ascertaining & stating their amounts to whom due & their priorities for that purpose the court doth adjudge order and

decree that the account be referred to
A M Goins who is directed to take as
the Comr. his old report give credit
for any sums that have been paid
thereon & report any other liens that
have been obtained, or any existing
& any other matter deemed pertinent
by himself or especially required so
to do by any person interested & he
will report his action to Court & the
Cause is Continued.

A Copy Teste

A B Munsey Clerk

Book + Orr
vs Copy of Deere
J. L. Hall et al
and

E. W. King
vs Copy of Deere
J. L. Hall

Copy for A. M. Goin

C. \$1.30

Entered at
14th/896 B. ad
during an office
Copy of the within
14th/896 B. ad

J. C. Hall & wife to W. P. Wood be set aside
& declared null & the deed made by W. P.
Wood & wife to Lizzie Hall be declared
for null & set aside, and that
leave & over recover of the said J. C. Hall
the sum of \$50.00 with interest thereon
from the 29th day of Nov. 1840, subject to a
credit of \$15.00 as of Nov. 15, 1845; that this
sum is a lien on the said lot in the
bill & proceedings mentioned; but it is fur-
ther appearing to the court that there are
other liens existing against the said
property, as shown by the second styled
cause it is further adjudged ordered
& decreed that before a sale can be awarded
an account must be taken ascertaining
& stating their ^{for that purpose} ~~appearances~~, to whom due
& their priorities, ~~it is~~ ^{the court doth} adjudged ordered
and decreed that the account be referred
to A. M. Haines, who is directed to take
as the basis his old report, give credit
for any sums that have been paid
thereon & report all other liens that have
been obtained or any existing & any other
matter deemed pertinent by himself or
especially required so to do by any per-
son interest, & he will report his
action to court & the cause is con-
tinued.

Count Corvet av.

vs. ^{my} Deen

J. C. Noel et al -

O. B. P. 966

Enter this

March 7, 1846.

N. F. M.

E. H. King Com -

v.s. } In chancery -

J. C. Noll. Dft -

This ~~day~~ cause came on to day to be heard upon the bill of complaint & exhibits filed therewith, and was argued by counsel - On consideration of all which, and it appearing to the court that process has been duly served upon the said Dft ~~at~~ more than 15 days previous to the 1st day of the present ~~day~~ ^{term} of this court, and he failing to appear and plead - the Plaintiff's bill is taken for confessed. ~~That~~ It is therefore adjudged, ordered, and decreed that A. M. Guier who is hereby appointed a special commissioner for the purpose do take, strike, ascertain, & report all judgement lien & all other lien against the real estate of the said J. C. Noll - and thereafter if any exist - & ~~whether~~ he shall further ascertain and report how much and what real estate the said Noll owns - & whether the said lien and profits will in five years pay all the judgement lien - after the payment of all other lien - And ~~that~~ he will report any other.

matter deemed pertinent by himself
or specially required so to do by
any one interested. And he
will refer his action to court
and this case is continued.

E. H. King Com

V. S. } Decem.
J. C. Noel deft.

Enter this 11 Nov. '98

H. J. King

E. W. King, Compt.

vs.

J. C. Noel, Deft.

} In Chancery.

To the Hon. H. S. K. Morison, Judge
of the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner, in pursuance of a decretal order of the Circuit Court for Lee County, Virginia, pronounced on the 11th day of Nov., 1893, having given due notice to all parties concerned, proceeded on the 8th day of January, 1894, and on succeeding days thereafter, to execute said order; and his proceedings being at length completed, the result is herewith respectfully submitted.

Your undersigned Special Commissioner, being directed, by said decretal order of Nov. 11th, 1893, to ascertain and report a list of all liens against the real estate of J. C. Noel— their priorities, if any exist— to whom due &c.— how much and what real estate the said Noel owns— and whether said real estate will, in five years, rent for a sufficient sum to pay off all liens against the same and the costs of this suit— here submits the result of his investigation on the several matters referred to him by said decretal order.

Your commissioner files herewith, marked "X", as part hereof, a list of all the liens recorded in the County Court clerk's office against said Noel, and will refer to the priorities of said liens as he progresses with this report.

In order to be clear and intelligible, your commissioner finds it necessary to state in the beginning, that said J. C. Noel, on the 29th day of Nov., 1890, purchased from the Pennington Gap Improvement Company Lot No. 17, in block No. 1, in the town of Pennington Gap; that about the 21st day of Dec., 1891, he contracted with J. C. Jesse for a one-half interest in lot No. 1, in block No. 1, in said town; and that on the 6th day of Oct., 1892, he purchased from J. Morgan Bank the other one-half interest in said last named lot. These two lots, Nos. 1 & 17, comprised the whole of the real estate owned by J. C. Noel during the occurrences of the transactions out of which grew the liens reported in said list "X", and is the whole that he has owned up to the present time.

On said contract with said Jesse said Noel made certain payments, the amounts and dates of which are to your commissioner unknown, but as he is informed by both Jesse and

Noel there still remains a balance due on said contract of about the sum of \$200. No deed has yet been made to said Noel from said Jesse.

By reference to the list of liens herewith filed, it will be seen that the first lien reported is that marked "A," and which is a vendor's lien on lot No. 17, and is the first lien in order of priority on said lot. The second lien in order of priority on said lot No. 17, is the deed of trust to E. W. Pennington, trustee, for the benefit of H. S. Hurst, marked "C."

On the second of said lots above referred to, which is lot No. 1, in block No. 1, the first lien in order of priority is the deed of trust to B. H. Sewell, trustee, for the benefit of the Southern Building and Loan Association, marked "B," and which was a lien contracted by Cook & Jesse before they sold their interests in said lot to said Noel, but each sold subject to said lien. The next lien in order of priority on this lot, or on that half thereof purchased from J. C. Jesse, is the balance of the purchase money due due to said Jesse on said one-half interest; but your commissioner not being advised as to the amount of this debt, does not list the same among the other liens; though your commissioner is informed by both Noel and

Jessie that the balance due is in the neighborhood of \$200. The next lien in order of priority on this lot is the judgment lien in favor of E. W. King, of Bristol, Tenn., and is marked in said list "1". Following in order of priority on said lot 1, in block 1, is the mortgage to D. L. Jesse, which is marked "2" in said list. After the foregoing liens, then follows in order of priority on said last mentioned lot, the judgment liens reported in said list "X", and in the order as expressed by the marginal numerals beginning with "2" and up to and including "5".

Said judgment liens, as above stated, beginning with "2" and up to and including "5", would also have attached to and have become liens on Lot No. 17, but for the fact that on the 1st day of Dec., 1892, said J. C. Noel and his wife conveyed said lot in fee to W. R. Wood, and on the 3rd day of Dec., 1892, said W. R. Wood and wife re-conveyed said lot to Lizzie Noel, wife of said J. C. Noel.

Your Commissioner reports that said real estate belonging to said J. C. Noel will not rent in five years for a sufficient sum to pay off all lien indebtedness &c.

It will be seen by inspection that

a few of the judgments reported in said list "X" are against the firm of Bank & Noel. Those judgments as reported in said list that do not state who they are against, are against J. C. Noel individually. Should it prove that J. Morgan Bank is insolvent, then said Noel will be responsible for the whole of said judgments, otherwise he is only responsible for one-half of the same.

All of which is respectfully submitted, this Feb. 15th 1894.

A. M. Goins,
Special Commr.

It is admitted that some of the within
reported lines have been satisfied.
March 6, 1896.

Pennsylvania Bros for
such creditors.

E. H. King, Compt.

23. } Comr's Report.

J. C. Noel. Deft.

Filed Feb. 13th, 1894.

A. B. Munnery C.

15½ hrs.

Comr's fee \$11.00

COMMISSIONER'S REPORT.

Couk & Orr et al. vs.
J.O.Noel et al. and
E.W.King vs.
J.O.Noel.

In Chancery.

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Special Commissioner, appointed by a decree entered in the above consolidated causes on the 7th day of March, 1896, after giving due notice to all parties concerned, has endeavored to comply with the order of the court, and the result of his labor he here respectfully submits.

Your Comr. is directed to take as the basis of this report a report filed by him in the case of E.W.King on the 15th day of Feb., 1894, giving proper credits for any sums paid on any of the liens therein reported, and to report any other liens that have been obtained against said Noel since the filing of said former report, and that are not reported therein &c.

Your Comr. reports that of the liens reported by him in statement "X", filed with his former report, the two liens, marked respectively "B" and "D" in the margin of said statement, should be omitted, as "B" has been fully satisfied, and "D" is no longer proper to be reported as a lien on any property owned by the said Noel at this time, the lot upon which this mortgage was a lien having been sold and the proceeds exhausted in the payment of a prior lien.

On the vendors lien, indicated by the letter "A" in the margin of said statement, there still remains due and unpaid the sum of \$36⁰⁰, with interest thereon from the 17th day of Mar, 1896 till paid.

The deed of trust, indicated by the letter "C" in the margin of said statement, is still due; so also is all the judgment liens therein reported, but the judgment liens indicated in the margin by the numerals "1" and "2", which include the judgments of E.W.King, J.M.Haynes Milling Co., Knoxville Shirt Factory, R.P.Smith & Co., McTeer, Payne, Hood & Co., Haynes, Henson & Co., J.K.Montague, and W.W.Woodruff & Co., have been assigned to D.L.Jessee, and he is subrogated to the rights of said judgment creditors, as will be seen by assignment herewith filed marked "S".

The other judgments reported in said list are still unsat-

isfied, and are due to the parties in whose favor they are reported.

Said liens are in the order of priority as represented by the letters and figures in the margin of said list, omitting "B" and "D".

Your Comr. finds that since the filing of said former statement, other judgment liens have been entered upon the Lien Docket against the said Noel, and a list of which, the amount of each, to whom due, the order of priority represented by numerals in the margin of the statement, with interest, cost &c., is herewith filed marked "Y", as part of this report.

These are all the liens that your comr. has any evidence of that are outstanding against the real estate of the said Noel.

Respectfully Submitted, this May 18th, 1896.

A. M. Goins

Special Comr.

Bank & Orr et al
vs. In Chy.

J. C. Noel et al.
^{and}

E. W. King
vs. In Chy.
J. C. Noel.

Court's Report.

Filed May 18th 1896,
A. B. Munsey Clerk

Cours. fee \$7.50

\$7.50

To the Hon W. S. Miller, Judge of the
Circuit Court for the County of
Tex:

Pursuant to a decree entered in the
Chancery Cause of Cash & Orr v. J. C. Noel
& al. your undersigned comr. on the
first day of the March term, 1897. proceeded
to sell at public outcry the lot of land
in the case mentioned, having first
advertised the time terms and place
of sale as directed by the said decree,
and at the front door of the Court House of
Tex County, ok. which sale D. T. Jesse
bid the sum of \$595.21 which was the
highest & best bid, which sum was paid
to your comr in hand - and the act. stands
with your comr as follows.

No Cash on sale.

595.21

By Amt paid W. S. Hark "A" 530.36.

" " " Cash & Orr "C" 17.50

" Attorney fee to Huntington Bros. "C" 15.00

" Commission on sale 10.00

" Amt paid A. B. Mursey, "B" 7.85

" A. M. Goins, comr. "D" 7.50

" Sheriff, "E" 2.00

" Estimated cash "B" 5.00 595.21

It will be seen from the above that your
comr did not charge the full commission
but only charged \$10.00 about half the regular
commission.

As the purchaser has paid the entire
purchase money, he should have a deed

Accts & Crs. Compl-

v.s. $\frac{3}{3}$ Report of sale-

J. C. Noel, et al. Defts.

Filed May 19th 1897

A. B. Munsey Clerk

to the properly pronounced by Mr. Green.
Superiorly admitted.

John A. Cunningham
Clerk.

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.

Under a decree in the chancery cause of Couk and Orr against J. C. Noel et al, the undersigned was directed as a special Comr. to make and execute to D. L. Jesse a deed to the land reported to have been purchased by him in the said cause. In obedience to the said Order your said commissioner has executed the order and here filed with this the deed which he has made; all of which is respectfully submitted,

Robert L. Thompson Comr.

J. C. Noel et al, Deeds.
vs.: Robert L. Jesse.
Couk and Orr, Comrs.

Couk and Orr Compt's.

vs.: Report of Deed.

J. C. Noel et al. Defts.

Filed June the 9th 1897
A. B. Munsey Clerk

respectfully submitted,

Comr.

here filed with this the deed which he has made; all of which is
said Under your said Commissioner has executed the order and
have been purchased by him in the said cause. In obedience to the
to make and execute to D. L. Jesse a deed to the land reported to
J. C. Noel et al., the undersigned was directed as a special Comr.

Under a decree in the chancery cause of Couk and Orr against
To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.

\$ 50⁰⁰

Pennington's Gap, Lee Co., Va., Nov. 29th 1892

Two years

after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Fifty

DOLLARS,

negotiable and payable at Powder Valley Bank, being the second

deferred installment of the purchase price of Lot No. 17, in Block No. One,

Plat No. One, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

J. G. Noel

Due Nov 29th 1892.

Address,

For Value received the Treasurer
Gof Dimp Co assigns the within
note to N. M. Cunningham
Cunningham Gof Dimp Co
By H. J. Morgan Treas
N. M. Cunningham
By Robt L. Cunningham
to
Cash & Dr

Nov. 15, 1895 br. " " 15.00

E. W. PENNINGTON,
PENNINGTON GAP, VA.

ROBT. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROTHERS,

Attorneys at Law,

REFERENCES:

POWELL'S VALLEY BANK, JONESVILLE, VA.
PENNINGTON GAP BANK, PENNINGTON GAP, VA.
R. G. DUN & CO.,
KNOXVILLE AND RICHMOND.

OFFICES AT PENNINGTON GAP, AND JONESVILLE, VA.,

Jonesville, Lee Co., Va.,

Cook & Orr } In Chy.
vs. J. C. Noel }

Rec'd of R. L. Pennington, Coun., seven
dollars and fifty cents (\$7⁵⁰), my fee
for taking acct. in the above styled cause.
This June 15, 1897.

A. M. Goin.

H



RECEIVED OF

No. March 1st 1897

Robt. L. Lemmington Cash

Five Hundred Thirty $\frac{36}{100}$ Dollars

Note of Lee Jones & Co \$530 $\frac{36}{100}$ due mch 1/98 with Interest from 1/1/97

For full settlement my Note Int. of O'Neil and secured by
Deed of Trust, said O'Neil's House Plot, Penn Gap Va,

W. S. Hurst

\$530 $\frac{36}{100}$

12. 15.

"B"

Recd from R. L. Pennington Comr.
in case of Cook & Carr vs. J. C. Noel
et al. Five hundred Dollars
my cost in said case.
\$7.85 taxed & \$5.00 Collected.
Clerk.

\$29⁰⁰

"C"

Recd from R. L. Pennington
Comr in the case of Cook & Carr
vs. J. C. Noel Two Dollars my
cost in said suit.

Shriff.

"D"

\$72⁰⁰ Recd from R. L. Pennington
Comr. in the case of Cook &
Carr vs. J. C. Noel. Seven hundred Dollars
my cost in said case.

Spe. Comr.

"E"

\$17.50 Recd of R. L. Pennington Comr.
Seventy five Dollars. the amt due to
Cook & Carr. Also \$5.00 Attys
fee taxed for us in the case of
Cook & Carr vs. J. C. Noel.

Pennington Bros Attys
for Cook & Carr.

Reels
of
Disbursements.

J. C. Noel

In acct. with

His Lien Creditors.

"A." (11-29) (1890)	To balance on vendor's lien retained by P. G. Improvement Co., on Lot No. 17, in Block No. 1, and fronting on Joslyn Avenue. See Deed Book 26, page 171; Deed dated Nov. 29, '90, " Interest on the above from ———, to March 5, 1894,	\$50 00 — —	50 00	
"B." (4-18) (1892)	" Deed of Trust to B. St. Sewell, trustee, in favor of the Southern Building and Loan Association, on Lot No. 1, in Block No. 1, and fronting on Joslyn Avenue. See Deed Book 28, page 148, Deed of Trust dated March 15, 1892, " Interest on the above from ———, to March 5, 1894,	450 00 — —	450 00	Satisfied in full
"C." (4-4) (1892)	" Deed of Trust to E. W. Pennington, trustee, in favor of W. S. Hurst, on Lot No. 17, in Block No. 1, and fronting on Joslyn Avenue. See Deed Book 27, page 463, Deed of Trust dated March 22 nd , 1892, " Interest on the above from ———, to March 5, 1894,	411 92 — —	411 92	
"D." (3-3) (1893)	" Mortgage to D. L. Jessee on Lot No. 1, in Block No. 1, and fronting on Joslyn Avenue. See Deed Book 29, p. 203, Deed dated Nov. 9 th , 1892, " Interest on the above from ———, to March 5, 1894,	650 00 — —	650 00	Leave out
"E." (2-24) (1893)	" Judgment in favor of E. W. King, of Bristol, Tenn.; judgment confessed Feb. 24, 1893, in Circuit Court, " Interest on above from Feb. 1 st , 1893, to March 5, 1894, " Costs on above judgment,	175 30 11 51 8 04	194 85	
	" This amt. forward,		\$1756 77	

		To this amt. bro't forward,			1756	77
"	(b)	Judgment in favor of J. M. Haynes Milling Co., of New Albany, Ind. Jus- tice's judgment, on Mar. 4, 1893,	28	35-		
"	(3-4) 1893	Interest on above from Feb. 1 st , 1893, to Mar. 5, 1894,	1	70		
"		Costs,	75-		30	80
"	(b)	Judgment in favor of the Knoxville Shirt Factory, of Knoxville, Tenn. Jus- tice's judgment, on March 4 th , 1893,	25	25-		
"		Interest on above from Jan. 3, 1893, to Mar. 5, 1894,	1	78		
"		Costs,	75-		27	78
"	(b)	Judgment in favor of R. P. Smith & Co., of Baltimore, Md. Justice's judg- ment, on March 4 th , 1893,	46	50		
"		Interest on above from Dec. 20, 1892, to March 5, 1894,	3	37		
"		Costs,	75-		50	62
"	(b)	Judgment in favor of M. T. Payne, Hood & Co., of Knoxville, Tenn., vs. Couk & Noel. Justice's judgment, on Mar. 4 th , 1893,	34	54		
"		Interest on same from Feb. 1 st , '93, to Mar. 5, 1894,	2	24		
"		Costs,	75-		37	5-3
"	(b)	Judgment in favor of Haynes, Hen- son & Co., of Knoxville, Tenn., vs. Couk & Noel, Justice's judgment, on Mar. 4 th , 1893,	48	72		
"		Interest on same from Jan. 1, 1893, to Mar. 5, 1894,	3	44		
"		Costs,	75-		52	91
"	(b)	Judgment in favor of J. K. Montague, of Christiansburg, Va., vs. Couk & Noel, Justice's judgment, on Mar. 4, 1893	27	26		
"		Interest on same from Jan. 1, 1893, to March 5, 1894,	1	92		
"		Costs,	75-			
"		This amt. forward,			1956	41

	To this Amt. br ^t forward,			1956 41
"2"	(6) Judgment in favor of W. W. Hoodruff & Co., of Knoxville Tenn. Justices judgment, on Mar. 4 th , 1893,	35 70		
"	Interest on same from Jan. 31, 1893, to Mar. 5, 1894,	2 34		
"	Costs,	75-	38	79
"3"	(11-13) (1893) Balance on judgment in favor of J. M. Robinson & Co., of Louisville, Ky. vs. Cook & Stoll, - Circuit Court's judgment, on March 15, 1893, - Judgment for \$171.50, with interest from Aug. 15, 1892, - subject to a credit of \$76.50, on Oct. 19, 1892 - Interest calculated to Mar. 5, 1894,	104 82		
"	Costs on above judgment,	10 84	114	66
"3"	" Judgment in favor of J. M. Robinson & Co., of Louisville, Ky. - Circuit Court's judgment, on Mar. 15, 1893,	438 14		
"	Interest on \$154.36, to Mar. 5, 1894,	13 29		
"	" " \$48.73, " " " "	3 86		
"	" " \$105.59, " " " "	7 98		
"	" " \$129.46 " " " "	8 50		
"	Costs on above judgment,	10 22	481	99
"4"	(6-13) (1893) Judgment in favor of St. B. Carhart & Co., of Knoxville, Tenn. - Circuit Court's judgment, on June 15, 1893,	213 31		
"	Int. from Oct. 27, 1892, to Mar. 5, 1894,	17 34		
"	Costs on above judgment,	9 32	239	97
"5"	(11-18) (1893) Judgment in favor of D. Attsheler & Co. - Circuit Court's judgment, on Nov. 18, 1893,	71 42		
"	Int. from Sept. 25, 1892, to Mar. 5, 1894,	6 10		
"	Costs on same,	8 81	86	33
"5"	" Judgment in favor of Gramman & Shuttleworth, - Circuit Court's judgment, on Nov. 18 th , 1893,	122 80		
"	Int. from Nov. 1, 1892, to Mar. 5, 1894,	9 90		
"	Costs on same,	9 24	141	94
"	This Amt. forward,			\$3060 09

To This Amt, bro't forward,

" Estimated costs of pending suit,

" To total lien indebtedness,



\$3060 09

75 00 75 00

\$3135 09

J. C. Noel

In Acct. with

His Lien Creditors

List of Liens,
"X"

\$3135.09.

J. M. Orr -	J. M. Robinson Hco. Lawrence	Mar 5, 1894	114.66
"	Same	"	484.99
Sever -	H. B. Leckert Hco.	"	239.97
"	D. Altschuler Hco.	"	86.33
P. Mun	Graham & Shuttleworth	"	141.94
A. P.	Purcell Dale Mills	June 1, 1896	73.06
	Morristown Mills		63.01

Graham & Shuttleworth,		122
		48
		<u>976</u>
Debt	Int from Mar 1, 1892	122.80
	^{12th} Int to Mar Nov, #1900	58.36
Cnts		<u>924</u>
		190.40

Anderson A. P. x

Andrew HB. x

Andrews A. L. x

This Deed, made this the 29 day of November A. D., 1890, by and between the PENNINGTON'S GAP IMPROVEMENT COMPANY, of Pennington's Gap, Virginia, a corporation organized and existing under the laws of Virginia, by E. H. Pennington, its attorney in fact [which power of attorney is of record in the County Court Clerk's office of the County of Lee and State of Virginia, in deed book, No. 25, page 580], party of the first part and John C. More

of Lee County Va, party of the second part:

WITNESSETH, That for and in consideration of the sum of One hundred and fifty dollars dollars (\$ 150), paid and to be paid as follows, to-wit:

Fifty dollars dollars (\$ 50), cash in hand paid, the receipt of which is hereby acknowledged, and the remainder to be paid in two equal installments, in One and two years from this date, respectively, with interest from this date, and to secure the payment of which a lien is hereby reserved upon the land hereby conveyed, which lien may be released on payment to said E. H. Pennington attorney as aforesaid, or to W. H. Armstrong, the General Manager of said company, or to either of their successors in office, THE SAID PARTY OF THE FIRST PART, subject to the condition hereinafter mentioned, which is agreed to be a condition precedent to the vesting of title to the land herein described, BOTH GRANT and CONVEY unto the said part of the second part with covenants of GENERAL WARRANTY One certain lot or parcel of land, lying and being in the town of PENNINGTON'S GAP, VIRGINIA, and shown upon the plat of said town, marked "Plat No. One" of Pennington's Gap Improvement Company and recorded in Lee County Clerk's office, and on said Plat No. One, known as Lot No. Seventeen in Block No. One, and fronting on Joslyn avenue thirty three feet and running back Two Hundred feet; Lot No. in Block No. , and fronting on feet; Lot No. in Block No. , and fronting on feet; Lot No. in Block No. , and fronting on feet, and running back feet;

TO HAVE AND TO HOLD said lot or parcel of land, together with all its appurtenances unto the said part of the second part his heirs and assigns in fee simple: PROVIDED, ALWAYS, nevertheless, and UPON CONDITION that said part of the second part his heirs or assigns, or either of them, shall not sell any wine, whisky, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said part of the second part do hereby agree with said party of the first part, that if he his heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot or parcel of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said part of the second part or of his creditors.

IN TESTIMONY WHEREOF, the said Pennington's Gap Improvement Company has caused its corporate name to be hereunto signed and its corporate seal hereunto affixed by said attorney in fact the day and year first above written.

PENNINGTON'S GAP IMPROVEMENT COMPANY,

By E. H. Pennington Attorney in Fact.

STATE OF VIRGINIA, }
COUNTY OF } To-wit:

I, J. A. G. Hyatt Clerk of the Circuit Court and State of Virginia, do certify that E. H. Pennington, whose name is signed to the writing above, bearing date on the 29th day of November, 1890 has acknowledged the same before me in my county aforesaid; and I do further certify that said E. H. Pennington has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

Given under my hand, this the 29th day of November, 1890

STATE OF VIRGINIA, }
COUNTY OF LEE. } To-wit:

In the Clerk's office of the County Court of Lee County the 29th day of November 1890, the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the 29th day of November, 1890, in Deed Book No. 26, page 171

Teste: John T. Gibson Clerk.

"B"

No. 1.

DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO

J. L. Noel

*Recorded in Deed
Book 26*

Page 171

S. W. Richmond clerk

C 750

In consideration that he has executed his note for the same, without recourse & as a gift for them do hereby assign and turn over to D. C. J. J. the following judgments in favor of the following named persons.

1 st	Judgt. in favor of E. W. King of Bristol	175	30	
	Interst from 2-1/93 to 4/2/94	12	40	
	Costs at Law	8	04	195 74
2 nd	Judgt. in favor of J. M. Hynes Milling Co	28	35	
	Interst from 2-1/93 to 4/2/94	1	85	
	Costs at Law	1	00	31 20
3 rd	Judgt. in favor of Mass. Shirt Factory	25	25	
	Interst from 1-3/93 to 4-1/94	1	91	
	Costs at Law	1	00	28 16
4	Judgt. in favor of R. P. Smith & Co	46	50	
	Interst from 12-20/92 to 4/2/94	3	70	
	Costs at Law	1	00	51 20
5 th	Judgt. in favor of W. L. Hens, Shod & Co	34	54	
	Interst from 2-1/93 to 4-2/94	2	30	
	Costs at Law	1	00	37 84
6	Judgt. in favor of Hayes, Hens & Co	48	72	
	Interst from 1-1/93 to 4-2/94	3	66	
	Costs at Law	1	00	53 38
7	Judgt. in favor of J. H. Montague	27	26	
	Interst from 1-1/93 to 4/2/94	2	08	
	Costs at Law	1	00	30 34
8	Judgt. in favor of H. W. Woodruff & Co	35	70	
	Interst from 1-21/93 to 4/2/94	2	54	
	Costs at Law	1	00	39 24
	Estimated costs in Chancery cases	45	00	45 00
	This 4/2/94			\$51 21 0
	E. W. Fannington			

Supplemental List of Liens against The Real Estate of J. C. Noel.

<p>"6"</p> <p>(12-30, 1893)</p>	<p>Judgment in favor of The Purnell Dale Mills vs. J. C. Noel; judgment dated Dec. 30, 1893, and docketed Mar. 6, 1894, Int. on same from Mar. 25, 1893, to June 1st, 1896, <u>Cost on same,</u></p>	<p>\$60 05</p> <p>11 46</p> <p>1 55</p>	<p>\$73 06</p>
<p>"7"</p> <p>(11--1, 1894)</p>	<p>Judgment in favor of The Morristown Mills vs. J. C. Noel; judgment at Nov. term 1894, and docketed Dec. 10, 1894, Int. on same from Nov. 27, 1893, to June 1st, 1896, <u>Cost on same,</u></p>	<p>47 85</p> <p>7 20</p> <p>7 96</p>	<p>63 01</p>
<p>"7"</p> <p>(11--1, 1894)</p>	<p>Judgment in favor of Morgan & Armstrong vs. J. Bent Thompson, C. J. Reason, & Slump & J. C. Noel; judgment at Nov. term, 1894, and docketed Dec. 10, 1894, Int. on same from Dec. 29, 1893, to June 1, 1896, <u>Cost on same,</u></p>	<p>103 09</p> <p>14 98</p> <p>9 76</p>	<p>127 83</p>
<p>"8"</p> <p>(6--1, 1895)</p>	<p>Judgment in favor of W. M. Pennington vs. J. C. Noel and D. L. Jesse; judgment at June term, 1895, and docketed June 28, 1895, Int. on same from Apr. 2, 1895, to June 1, 1896, <u>Cost on same,</u> Total amt. of this Supplement, due as of June 1, 1896,</p>	<p>170 74</p> <p>11 95</p> <p>8 56</p>	<p>191 25</p> <p>\$455 15</p>



Supplemental State-
ment.

"Y."

J.C. Nail to W.D. Hurst 20
Note Mch 22/92 "d due Jan 1/93 \$410.92
(Int paid to " 1/94)

Interest 10% 3 years & 2 mo

130.44
542.36

By Dictionary

Due Mch 1/97

12
\$530.26

$$\begin{array}{r}
 411.92 \\
 \underline{18} \\
 3295.36 \\
 \underline{411.92} \\
 7414.56 \\
 \underline{411} \\
 6999.45
 \end{array}$$

$$\begin{array}{r}
 7825 \\
 \underline{41192} \\
 490.17 \\
 \underline{12} \\
 478.17 \text{ Mch } 1/91 \text{ } 6\%
 \end{array}$$

$$\begin{array}{r}
 44.19 \text{ } 3 \text{ yr } 2 \text{ mo. } 1303 \\
 41.19 \text{ } 2 \text{ " } 2 \text{ mo } 8.92 \\
 41.19 \text{ } 1 \text{ " } 2 \text{ m } 4.79 \\
 \hline
 6.86 \text{ } 2 \text{ mo. } 12
 \end{array}$$

$$\begin{array}{r}
 130.43 \text{ Straight} \\
 \underline{26.86} \text{ } 10\% \\
 103.57
 \end{array}$$

$$157.29$$

$$411.92$$

$$569.21$$

$$112$$

$$557.21$$

$$26.86 \text{ " Difference}$$

$$\begin{array}{r}
 557.21 \\
 \underline{530.36} \\
 \$26.85
 \end{array}$$

LAND SALE!

E. M. King & Leub & Orr.
vs

J. C. Noe, et al

} IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 12th day of November 1896, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 1st day of March 1897 and at public out-ery, to the highest bidder, to sell the following described property, to-wit:

Lot No. 17. in Block No. 1, as described in Plot No. 1. of the Peemington Gap. Imp. Co. and where J. C. Noe now lives in Peemington Gap. Va.

or enough thereof to pay \$ and the costs of this suit and the commissions of sale. upon the following terms, to-wit: Enough cash to pay cost and commission. and the remainder in \$ equal installments due in 1, 2, & 3 years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

Robt. L. Peemington
Special Commissioner.

This 12th day of January 1897.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*H. B. Wood, Junior Wood,
J. C. Noel, Lizzie Noel*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *October*, 189*5*, to answer a

bill in Chancery, exhibited against *them* in our said court by *W. H. Cook*

& H. C. Orffartum in trade under the firm name of Cook & Orff, The Pennington Gap Improvement Co. a corporation doing business under the laws of the State of Virginia & H. M. Pennington

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *15th* day of *October*, 189*5*, and in the

12th year of the Commonwealth.

A. B. Munsey Clerk.
by S. W. Richardson

Cause & On the

vs.

SUPREMA

IN CHANCERY.

J. C. Noel et al

P. Bras

p. q.

To 2nd Oct Rules,

Circuit Court.

Executed Oct the 17th 1895 - by delivering an office copy of the within summons to Emma Wood & to Lizzie Noel, and not finding the said W. R. Wood at his usual place of abode, further executed as to him by delivering a copy of the within summons to his wife Emma Wood, at the said Wood's usual place of abode & directing to her the said Wood, & directing her to deliver the said copy to her husband, & not finding the said J. C. Noel at his usual place of abode, further executed as to him by delivering a copy of the within summons for the said Noel, to his wife Lizzie Noel at the said Noel's usual place of abode & directing to her the said Noel.

J. M. Weston H. S. for Wm. P. Weston S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

J. B. Noel

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *Third* Monday in *October*, 189*3*, to answer a bill in Chancery, exhibited against *him* in our said court by *E. W. King*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *11th* day of *October* 189*3*, and in the *11th* year of the Commonwealth.

A. B. Munsey Clerk.

E. W. King

US.

{ SUBPENA
IN CHANCERY.

J. C. Noel

Pennington Bro p. q.

To 2nd October Rules,

Circuit Court.

Not finding J. C. Noel
at his wife at his
usual place of abode
or any person there
and a member of his
family over the age
of 16 years, the within
subpoena was executed
on Oct 12 1893
by posting a true copy
thereof upon the front
door of said Noel's re-
sidence, on Oct. 12, 1893.

M R Turk D. S.
per B E Fleamary
388

~~Costo vs Noel~~
~~Clark~~

E W King's Costs

C 7.49

S 50

Cour 11.00

atty 15.00

Externals 5.00

\$38.99

Conk + Orr's Costs

C 7.85

S 2.00

Cour 7.50

atty 15.00

Externals 5.00

\$37.35

38.99

\$76.34

Case V. O.W. Case
vs. { In Case -
J. C. Noel et al
and

E. W. King,

vs.

J. C. Noel.

530.36

17.50

547.86

25.00

572.86

845.71

Camp & Carr

vs.

Nov.

Nov. 18, 95 - Feb. 15, 96